

THIS BOOK DOES  
NOT CIRCULATE

13-03

A G R E E M E N T

Between

CITY OF ASBURY PARK

MONMOUTH COUNTY, NEW JERSEY

and

MONMOUTH COUNCIL NO. 9

NEW JERSEY CIVIL SERVICE ASSOCIATION

representing the

SUPERVISORY UNIT

of the

CITY OF ASBURY PARK

MONMOUTH COUNTY, NEW JERSEY

---

JANUARY 1, 1975 through DECEMBER 31, 1976

---

LIBRARY  
Institute of Management and  
Labor Relations

NOV 16 1977

RUTGERS UNIVERSITY

## INDEX

<u>ARTICLE</u>		<u>PAGE</u>
Preamble	.....	1
Article I	Recognition.....	1
Article II	Management Rights.....	1 - 2
Article III	Grievance Procedure.....	3-4-5
Article IV	Hours and Overtime.....	6-7
Article V	Holidays.....	7
Article VI	Vacations.....	7-8
Article VII	Injury Leave.....	9
Article VIII	Sick Leave.....:	9-10-11-12
Article IX	Hospitalization and Insurance.....	12
Article X	Death Leave.....	12
Article XI	Salaries.....	12-13
Article XII	Separability and Savings.....	13-14
Article XIII	Longevity Pay.....	14
Article XIV	Representatives and Members.....	14-15
Article XV	Association Activity.....	15
Article XVI	Leave of Absence.....	15-16
Article XVII	Term and Renewal.....	16

## PREAMBLE

This Agreement entered into this       day of  
1976, by and between CITY OF ASBURY PARK in the County of Monmouth,  
a Municipal Corporation of the State of New Jersey, hereinafter  
called the "City", and MONMOUTH COUNCIL NO. 9 NEW JERSEY CIVIL  
SERVICE ASSOCIATION, hereinafter called the "UNIT", as sole  
bargaining representative of the SUPERVISORY UNIT OF ASBURY PARK,  
NEW JERSEY, represents the complete and final understanding on all  
bargainable issues between the City and the Council.

## ARTICLE I

### RECOGNITION

The City recognizes the Unit for the purposes of collective  
negotiations as the exclusive representative of the supervisory  
employees in the following job categories: General Foreman, Tax  
Collector-Senior Cashier, Payroll Supervisor and Municipal Court  
Clerk. Excluded, however, are any and all employees who are  
referred to as "blue collar" and "white collar" workers repre-  
sented by Chapter V, Local 196, International Federation of  
Professional and Technical Engineers, AFL/CIO. Also excluded are  
Police, Firemen, and management personnel.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, with-  
out limitation, all powers, rights, authority, duties and respon-  
sibilities conferred upon and vested in it prior to the signing  
of this Agreement by the Laws and Constitution of the State of  
New Jersey and of the United States, including, but without limit-  
ing the generality of the foregoing, the following rights:

1. The executive management and administration control of the City Government and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the City of Asbury Park. Additionally, such powers of the City shall be limited by the Statutes of New Jersey governing public employee relations (PERC) and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict to any member or the City such rights as he or it may have under New Jersey Statutes or other applicable laws and regulations. The rights granted to the members hereunder shall in all cases be deemed to be in addition to those provided for elsewhere, providing that the same shall not supersede this Agreement where inconsistent therewith.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Unit.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Unit or the City.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of City initiated grievances which will proceed in accordance with Section D and shall be followed in its entirety unless any step is waived by mutual consent.

Step One:

The aggrieved shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred or within ten (10) days after the discovery of the incident by the individual, Unit or City, and an earnest effort shall be made to settle the differences

between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned ten (10) calendar day limitation may be extended upon presentation to the Municipal Manager of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The department head of the aggrieved shall render a decision within ten (10) days after receipt of the grievance.

Step Two:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within five (5) calendar days after the answer is received at the first step. The Municipal Manager shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Municipal Manager and the Unit Representative. The Municipal Manager's answer to the second step shall be delivered to the Unit Representative within ten (10) calendar days after the meeting.

Step Three:

In the event the grievance is not resolved to the satisfaction of any of the parties herein referred to, it may be taken to binding arbitration in the following manner:

Within ten (10) days after the letter is sent under step two, the individual grievant, the Unit or the City may request

the New Jersey State Board of Mediation to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the State of New Jersey; and in the event the State of New Jersey does not pay for same, both parties shall share the cost equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

D. City Grievances

Grievances initiated by the City shall be filed directly with the Unit Representative within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between the Municipal Manager, or his designee, and Unit Representative in an earnest effort to adjust the differences between the parties, and in the event the grievance is not resolved to the satisfaction of the grievant, it may be taken to binding arbitration in the following manner:

Within ten (10) days after the non-resolution of the said grievance by the City, the City may request the New Jersey State Board of Mediation to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the State of New Jersey; and in the event the State of New Jersey does not pay for same, both parties shall share the cost equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

ARTICLE IV  
HOURS AND OVERTIME

A. The work week shall consist of forty (40) hours on a schedule to be approved by the Municipal Manager, or his designee. In times of emergency, all members of the Unit covered by this Agreement are subject to call unless they are on sick leave.

Unit members who are required to work overtime approved by the Municipal Manager or his designee, will be compensated for such overtime work at the rate of time and one-half ( $\frac{1}{2}$ ) of the normal hourly rate of pay of said employee. Such overtime work shall be documented by an appropriate "overtime slip" and shall be subject to the approval of the Municipal Manager, or his designee.

B. Overtime is herewith defined as that work performed by an employee of the Unit exceeding forty (40) hours in any one week, excluding Tax Collector-Senior Cashier and the Payroll Supervisor whose work week shall consist of thirty-five (35) hours, or when said employee of the Unit is recalled to work on his or her day off.

C. Compensation for overtime shall be paid to any employee as soon as possible after the said overtime work has been performed and approved.

D. An employee of the Unit may, at his or her option, elect to receive compensatory time off at the rate of one and one-half ( $1\frac{1}{2}$ ) times the overtime worked in lieu of overtime pay, not to exceed a maximum accumulation of eighty (80) work hours; however, an employee shall select his or her option and notify his or her superior of such election at the time the overtime is worked.



E. Anything hereinbefore to the contrary notwithstanding, compensation for overtime as hereinbefore set forth shall not be retroactive, but shall commence with the date of this Agreement, unless said compensation for overtime has been previously authorized and included in the payroll records.

#### ARTICLE V

##### HOLIDAYS

A. The following holidays shall be "paid holidays." All members of the Unit shall be compensated for fourteen (14) paid holidays per year as follows: (1) New Year's Day, (2) Lincoln's Birthday, (3) Washington's Birthday, (4) Good Friday, (5) Memorial Day, (6) Independence day, (7) Martin Luther King Day, (8) Labor Day, (9) Columbus Day, (10) Election Day, (11) Veterans Day, (12) Thanksgiving Day, (13) Christmas Day, and (14) Easter.

B. When an employee is required to work on any of the above fourteen (14) holidays, he or she shall be paid at the rate of time and one-half ( $\frac{1}{2}$ ) of the normal hourly rate of pay of said employee, plus a day off with pay.

C. In addition to the above holidays, each employee shall also be granted his birthday off with pay. In the event the birthday of said employee occurs on a Saturday, the preceeding Friday shall be the day off granted to said employee. In the event the birthday occurs on a Sunday, the next succeeding Monday shall be granted as the day off. In the event the birthday occurs on a legal holiday, the next succeeding work day shall be given as the day off.

#### ARTICLE VI

##### VACATIONS

A. A Unit member shall be granted a vacation if earned in each full calendar year, without loss of pay. The vacation year

shall be from January 1, to December 31, of the calendar year. Vacations may be taken at any time in the year, subject to the approval of the Municipal Manager; or his designee, however, no vacations shall be taken from that period commencing Memorial Day through the Monday next succeeding Labor Day in any calendar year. In exceptional circumstances, the Municipal Manager may, upon request, grant vacations at other times than that recited herein. In the event a Unit member is not permitted to take his or her vacation within the calendar year earned, because of emergent City business, then and in such case the said vacation shall be permitted to be carried over to the next succeeding calendar year subject to and conditioned upon the approval of the Municipal Manager or his designee. Vacations shall be earned in the following manner:

<u>Years of Completed Service</u>	<u>Vacation Days</u>
One to five.....	twelve (12)
Six to ten.....	fourteen (14)
Eleven to fifteen.....	eighteen (18)
Sixteen to twenty.....	twenty (20)
Twenty-one.....	twenty-three (23)

This Article shall remain in full force and effect from January 1, 1976, to December 31, 1976.

B. Anything hereinbefore to the contrary notwithstanding, the Municipal Manager, or his designee, shall determine and approve the dates and times of vacation to be taken by members of the Unit. The Municipal Manager or his designee shall, whenever possible, or feasible, base the schedule of vacations to be taken by members of the Unit on a seniority basis.

## ARTICLE VII

### INJURY LEAVE

A. Whenever a member of the Unit is incapacitated from duty because of a physical injury sustained in the performance of his or her duty, he or she shall receive his or her salary less such amounts as shall accrue or be paid to said injured member by temporary disability Workmen's Compensation benefits and whenever the same is possible, the said Workmen's Compensation benefits shall be deducted from the pay of the injured member.

B. The said employee shall, as soon as practicable, after a physical injury has occurred, file a Workmen's Compensation Petition, and failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.

C. The provisions herein recited in the event of a physical injury to an employee herein referred to shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said employee is not permitted or is unable by reason of certification by a City physician to perform such duties as shall be directed by the Municipal Manager or his designee, resulting from said physical injury, shall not be charged against sick leave of the said employee.

## ARTICLE VIII

### SICK LEAVE

A. All employees of the Unit shall be entitled to sick leave with pay in accordance with applicable New Jersey State Statute 11:24A-3. In addition to the provisions of New Jersey State Statute 11:24A-3, sick leave may be used pursuant to 11:24A-5; however, the employee shall not be permitted more than three days use of sick leave. For purposes of this paragraph 11:24A-5, immediate family is herewith defined as spouse or un-

married natural or adopted children of the employee residing in the employee's household.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Upon retirement, each permanent full time employee shall receive one-half ( $\frac{1}{2}$ ) of his accumulated sick leave time, subject to and conditioned however that said employee shall receive not more than one hundred thirty (130) days full pay at the rate of pay existing on the date of said employee's retirement.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him or her to sick leave, his or her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify his or her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to

submit acceptable medical evidence substantiating the illness and physician's certification that said employee is able to return to full duty.

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

b. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his or her normal duties and in addition thereto, that his or her return will not jeopardize the health of other employees.

E. All employees who shall have taken less than five (5) sick days leave in any calendar year shall receive additional vacation days in the ensuing year in accordance with the following schedule:

0 Sick Days Taken.....	5 Additional Vacation Days
1 Sick Day Taken.....	4 Additional Vacation Days

2 Sick Days Taken.....3 Additional Vacation Days  
3 Sick Days Taken.....2 Additional Vacation Days  
4 Sick Days Taken.....1 Additional Vacation Day

#### ARTICLE IX

##### HOSPITALIZATION AND INSURANCE

A. The City shall provide hospitalization and medical insurance for all full time employees, their spouses and dependent children. As to dependent children, the same shall be those children that are determined to be dependent by Blue Cross/Blue Shield with a Rider J included therein. The City, however, shall have the option of providing similar insurance by any other insurance carrier. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid for by the City.

#### ARTICLE X

##### DEATH LEAVE

A. Members of the Unit shall be granted three (3) working days off for death in the immediate family, which shall consist of father, mother, spouse, children, brother and sister, and if residing in the same household as the employee, father-in-law or mother-in-law. The said salary herein referred to shall commence from the date of death through the date of the funeral, not exceeding three (3) working days as aforesaid.

#### ARTICLE XI

##### SALARIES

A. The following salary guide shall be in effect for a term commencing January 1, 1975, and ending December 31, 1976:

1. All Unit members presently designated with the

title of "Foreman" excepting and excluding, however, Sanitation Foreman and Sewerage Plant Foreman, shall receive the salaries hereinafter enumerated:

<u>Commencing:</u>	<u>Per Annum:</u>
January 1, 1976.....	\$12,809.59
July 1, 1976.....	\$14,090.55

2. Sanitation Foreman and Sewerage Plant Foreman shall receive the salaries hereinafter enumerated:

<u>Commencing:</u>	<u>Per Annum:</u>
January 1, 1976.....	\$12,050.68
July 1, 1976.....	\$14,090.55

3. Any supervisory employee, who is a member of the Unit, and whose title and salary as enumerated hereinbefore has not been provided for, shall receive the following salary:

a. Commencing January 1, 1976, the sum of ten per cent (10%) shall be added to the base salary, excluding any longevity, received by the said employee as of December 31, 1975.

b. Commencing July 1, 1976, an additional ten per cent (10%) shall be added to the base salary, excluding longevity, which said base salary shall be that as of January 1, 1976.

## ARTICLE XII

### SEPARABILITY AND SAVINGS

A. The City and the Unit agree to abide fully by the provisions of any present applicable or future Executive Orders or legislation, whereby any of the salary increases recited herein cannot legally be made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of Law or by a Court or other tribunal of

competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE XIII

##### LONGEVITY PAY

A. Longevity pay shall be granted in accordance with the following pay schedule:

1. Beginning the fifth year through the ninth year of service - 2½% of base pay;
2. Beginning the tenth year through the fourteenth year of service - 5% of base pay.
3. Beginning the fifteenth year through the nineteenth year of service - 7½% of base pay;
4. Beginning the twentieth year of service - 10% of base pay;
5. Beginning the twenty-fifth year of service - 12½% of base pay.

B. Longevity pay shall be paid regularly as a part of the salary of the members of the Unit.

#### ARTICLE XIV

##### REPRESENTATIVES AND MEMBERS

A. The Unit shall submit to the Municipal Manager the names of its authorized representatives, and the same shall not exceed three (3).

B. The Unit representatives shall be permitted to visit the Municipal Manager after an appointment for such meeting has been cleared and approved by the immediate supervisor of the said unit representative.



C. When the Unit representative meets by agreement as aforesaid with the Municipal Manager or his designee, during the usual and normal work day within which time the City representative or representatives are available, such meeting shall be without loss of pay or time.

ARTICLE XV  
ASSOCIATION ACTIVITY

Section 1

A. The City shall permit members of the Unit's Grievance Committee (not to exceed two (2)) to confer with management on specific grievances in accordance with the grievance procedure set forth herein, providing however that the conduct of such meeting shall not diminish the effectiveness of the department of which the representatives are a part.

ARTICLE XVI  
LEAVE OF ABSENCE

A. A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year, after which time the employee will be reinstated subject to Civil Service Regulations or other Statutes, rules and regulations of the State of New Jersey, or any other Federal law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey State Civil Service Regulations. Anything herein to the contrary notwithstanding, the maximum term to be granted shall be for a period not to exceed six (6) months, and in addition thereto, an additional term for leave of absence may be granted at the discretion of the City for a period not to exceed an additional six

(6) months. No further leave of absences shall be granted to any employee.

ARTICLE XVII

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 1975, and shall remain in effect to and including December 31, 1976, without any reopening date, and shall terminate on December 31, 1976. On or before October 1, 1976, the Unit shall submit a copy of its entire proposal to the City for its entire proposal to commence January 1, 1977.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Asbury Park, Monmouth County, New Jersey, on this 28th day of February, 1976.

ATTEST:

*Samuel Martin*  
City Clerk

CITY OF ASBURY PARK  
MONMOUTH COUNTY, NEW JERSEY

By: *Ray Kamm*

ATTEST:

*Harold W. Riley*  
Secretary

SUPERVISORY UNIT OF THE  
CITY OF ASBURY PARK  
MONMOUTH COUNTY, NEW JERSEY

By: *Gabriel Phillips*

President

MONMOUTH COUNCIL NO. 9  
NEW JERSEY CIVIL SERVICE  
ASSOCIATION

Approved as to Form:

*Henry A. Kaplan*  
HENRY A. KAPLAN  
First Assistant City Attorney

By: *John Goff*

Negotiator